



**The Comptroller General  
of the United States**

Washington, D.C. 20548

Zeikowitz

## Decision

**Matter of:** JL Associates, Inc.  
**File:** B-234106  
**Date:** March 22, 1989

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### DIGEST

1. Protest that work under solicitation should have been ordered under protester's existing contract is denied where record shows that work was not intended to be included in protester's contract as awarded.
2. Protest that agency should have made a sole-source award to protester instead of soliciting competitive offers for work will not be reviewed by General Accounting Office, since purpose of bid protest function is to enhance, not restrict competition.

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### DECISION

JL Associates, Inc. (JLA), protests the award of any contract under request for quotations (RFQ) No. DABT02-89-Q-0107, issued by the Department of the Army for the maintenance and repair of interior intrusion detection systems at Fort McClellan, Alabama. JLA maintains that maintenance of these detection systems is substantially the same type of work it is currently performing at Fort McClellan under contract No. DABT02-86-C-0002, and that maintenance and repair for these systems thus should be ordered under its contract.

We deny the protest.

Maintenance and repair of these detection systems was performed by another firm under a recently expired contract covering many different services. During this same period, JLA has been performing a contract to operate the base's electronic repair shop. Upon expiration of the other firm's contract, the detection system services were broken out for separate procurement under the RFQ in issue here.

JLA argues that since its contract essentially covers the same kinds of services required here, the Army breached its

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contract by competing this requirement; JLA contends that the Army should order this work under the terms of its existing contract.

We do not agree. We think the prior contracting arrangements indicate that JLA's contract does not encompass the detection system maintenance and repair services covered by the RFQ. JLA's contract was awarded while these services were being performed by another firm that continued to perform them while JLA was performing its contract. Therefore, we think it is clear that these services were not intended to be included in JLA's contract as awarded.

JLA argues that even if the RFQ does not breach its contract, the Army should award the work to JLA under a new noncompetitive contract in accordance with the Competition in Contracting Act of 1984 (CICA), which recognizes that certain follow-on contracts may be awarded on a noncompetitive basis to avoid substantial duplication of costs. 10 U.S.C. § 2304(d)(1)(B) (Supp. IV 1986). JLA's reliance on this provision is misplaced. Contrary to JLA's understanding, this provision is permissive, not mandatory; it allows, but does not require, agencies in limited circumstances to procure additional goods or services on a noncompetitive basis. As for JLA's view that award to another contractor would result in an unnecessary duplication of costs to the government, we note that one purpose of competition is to ensure that the government will obtain the lowest available price. JLA was not precluded from competing here, and if it is correct that award to another contractor would result in unnecessarily high costs, JLA presumably would be the low offeror under the RFQ in issue and thus in line for award.

Furthermore, we point out that the purpose of CICA, in general, and our bid protest function, in particular, is to ensure that full and open competition is obtained to the maximum extent practicable. In contrast to the relief sought by JLA, i.e., requiring the agency to procure the services under its existing contract or through the sole-source award of a separate contract, the Army's decision to compete the requirement was consistent with this stated

purpose. See Allied Painting & Decorating Co.--Request for  
Reconsideration, B-231042.2, May 25, 1988, 88-1 CPD ¶ 502.

The protest is denied.

*for* *James F. Hinchman*  
James F. Hinchman  
General Counsel